sumption exists, it does not apply to the crime of keeping a house of ill fame, since, quoting from HAWKINS, P. C. C., Chap. 1, Art. 12, "this is an offense as to the government of the house in which the wife has the principal share and also such an offense as may generally be presumed to be managed by the intrigue of her sex." *State* v. *Gill* (1911), — Iowa —, 129 N. W. 821.

At common law there was a definite rule that in certain classes of criminal cases the wife's acts done in the husband's presence, were presumed done under his coercion. HAWKINS, writing in 1716, limits the application of this rule to cases where the wife is engaged in theft in company with her husband or has been an accessory to a felony and excepts treason, murder and robbery from the presumption, even though she be actually coerced. He also makes the exception cited by the Iowa court in the case of bawdy houses. Different American courts have refused to recognize the presumption in cases of homicide, conspiracy, crimes malum in se or in which the wife is the principal agent, such as selling liquor, robbery where the wife actually did the act, mayhem and larceny by the husband's command. There exists, however, no well founded general rule upon the subject. The few cases in which the courts of the country have been asked to apply the common law rule in cases growing out of the keeping of houses of ill fame have uniformly denied that the presumption applies. *Comm.* v. *Cheney,* 114 Mass. 281; *State* v. *Jones,* 53 W. Va., 613, 45 S. E. 916; *Hudson* v. *Jennings,* — Ga. —, 67 S. E. 1037. The Iowa court has sustained the presumption in a case growing out of an indictment for attempting to produce a miscarriage, *State* v. *Fitzgerald,* 49 Iowa 260, 31 Am. Rep. 148; in murder, *State* v. *Kelly,* 74 Iowa 589, 38 N. W. 503; and in arson, *State* v. *Harvey,* 130 Iowa 394, 106 N. W. 938. *State* v. *Gill* is the first case in which the court has been called upon to apply the presumption doctrine in a case upon an indictment for keeping a house of ill fame and it has refused to admit the presumption, following the lead of the other courts which have declared themselves upon the point.

INJUNCTION—ACTION ON NOTE BY ATTORNEY AGAINST CLIENT—REMEDY AT LAW INADEQUATE.—Where a note was given by the complainant, the client, to the defendant, his attorney, in settlement of legal services, being executed at a time when the relation of attorney and client existed between the parties, and an action at law was brought by the attorney thereon, *Held,* that a bill for an injunction would lie to restrain further proceedings and to have an accounting to determine the amount justly due from the complainant to the defendant. *Kelley* v. *Schwinghammer* (1911), — N. J. Eq. —, 79 Atl 260.

In New Jersey, the courts follow the general rule that where, pending the relation of attorney and client, a bond, note, or other security is given by the client to the attorney for compensation for his services, the transaction will be considered as constructively fraudulent and the burden is thrown on the attorney to show its fairness, adequacy, and priority. *Brown* v. *Bulkley,* 14 N. J. Eq. 451, 458; *Nesbit* v. *Lockman,* 34 N. Y. 167; STORY EQ. JUR., § 310, et seq. Of course, equity will not enjoin the prosecution of a suit to which the party seeking the injunction may have an adequate defense at law. *Wat-*

ers v. *Waters,* 124 Ga. 349, 52 S. E. 425; *Chicago City Ry. Co.* v. *Gen'l Elec. Co.,* 74 Ill. App. 465; 4 POMEROY, EQ. JURIS., Ed. 3, § 1363. As a general rule, in the case of a suit on a bond or non-negotiable note, alleged to have been obtained by fraud, an injunction will not be granted, because the remedy at law is considered adequate. *Cage* v. *Cassidy,* 23 How. 109, 16 L. ed. 430; *Grand Chute* v. *Winegar,* 15 Wall. 373, 21 L. ed. 174; *Crane* v. *Bunnell,* 10 Paige 333. But in *Leigh* v. *Clark,* 11 N. J. Eq. 110, an injunction was granted on the ground that a suit at law on a specialty could not be defended by pleading that the bond was obtained by fraudulent misrepresentation. See, also, *Fidelity Mut. Life Ins. Co.* v. *Blain,* 144 Mich. 218, 107 N. W. 877. In 1865, in *Dougherty* v. *Scudder,* 17 N. J. Eq. 248, it was held that injunction would not lie to restrain proceedings at law by the bona fide holder of a note, on the ground of fraud, since that defence was available at law. Later, in *Henwood* v. *Jarvis,* 27 N. J. Eq. 247, it was said that where the question is one of fraud and the interests involved are of great magnitude and the answers do not satisfy the court that injustice would not be done the complainant if he were not permitted to pursue his application for relief in equity, the court will not remit him to a court of law, when the question can be examined better in equity. The following cases support the principal case, on the ground that the remedy by defence at law is not entirely adequate, for the instrument, being negotiable, may become the foundation for other suits and the person liable thereto be greatly harassed. *Warner* v. *Armstrong,* 21 Wkly. Law Bul. (Ohio) 124; *Adams* v. *Ball* (Miss.), 5 South. 1090; *Henshaw* v. *Atkins,* 2 Root (Conn.) 7. On the contrary, in *Hardy* v. *First Nat. Bank,* 46 Kan. 88, 26 Pac. 423, it was held that the petition for an injunction of a suit on notes on the ground of fraud and for a cancellation of the notes, disclosed a good defense to suits on the notes, and that the complainant was not entitled to an injunction.

INSANE PERSONS—CONVEYANCES.—Plaintiff, having sold certain real property to defendant Kerrick, who in turn sold it to defendant Tabb, brought this action to obtain cancellation of the deed made by him to Kerrick and of that made by Kerrick to Tabb, because of insanity on the part of plaintiff, together with inadequate consideration, *Held,* (1) that the deed of a person of unsound mind will not be set aside as against a subsequent bona fide purchaser, without notice, even though he purchases from a first purchaser, who is charged with notice; (2) that the remedy granted must take the form of a judgment against the original grantee for the difference between the price paid by him and the reasonable market value of the land. *Campbell* v. *Kerrick* (1911), — Ky. —, 134 S. W. 186.

The weight of authority is undoubtedly in favor of the rule that deeds of persons, in fact insane, but not so adjudged, are voidable and not void, although there is very respectable authority to the contrary. 22 CYC. 1172. On the precise point decided in the principal case there is a direct conflict. BREWSTER, CONVEYANCING, § 347; also see 19 L. R. A. 489, 492. In accord with the principal case, first as to the protection accorded the bona fide purchaser and second, as to the relief granted, see *Sprinkle* v. *Wellborn,* 140